

Section H

SPECIAL CONTRACT REQUIREMENTS

H.1 1052.228-70 INSURANCE (MAR 2002)

In accordance with the clause entitled "INSURANCE—WORK ON A GOVERNMENT INSTALLATION" in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

- a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at FAR 28.307-2(a).
(Employer's liability coverage of at least \$100,000 shall be required.)
- b) General liability. The contractor shall, as a minimum, meet the requirements specified at FAR 28.307-2(b).
(Bodily injury liability of at least \$500,000 per occurrence.)
- c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at FAR 28.307-2(c).
(Coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.)

[End of Clause]

Note: Not applicable to the Agency Tender

H.2. 1052.224-9001(a) Disclosure of Information--Criminal/Civil Sanctions (January 1998)

(1) Each officer or employee of any person (Service Provider or subService Provider) at any tier to whom returns or return information is or may be disclosed shall be notified in writing by the person (Service Provider or subService Provider) that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person (Service Provider or subService Provider) shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure plus in the case of willful disclosure or a disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-. (2) Each officer or employee of any person (Service Provider or subService Provider) to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract and that inspection of any such returns or return information for a purpose or to an extent not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person (Service Provider or subService Provider) shall also notify each such officer and employee that any such unauthorized inspection of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to

the sum of the greater of \$1,000.00 for each act of unauthorized inspection with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection plus in the case of a willful inspection or an inspection which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431. (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(l)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

H.3. KEY PERSONNEL

The on-site Project Managers and the Program Manager are considered essential to the work being performed under this contract. If these individuals leave the Service Provider's employment or are reassigned to other programs, the Service Provider shall notify the Contracting Officer, in writing, immediately. Replacements of Key Personnel shall meet the qualification requirements as described in the PWS paragraph 3.5.

H.4. RECORDING OF PRESENCE

Each contract employee must sign in when reporting for duty and sign out when leaving at the end of the workday. GSA Form 139 (Recording of Time of Arrival and Departure from Building) will be used by the Service Provider personnel only, and shall be used for this purpose. The sign-in and sign-out location will be designated by the COTR.

H.5 FACILITY SECURITY

The contractor shall abide by all facility security provisions identified in the site security directives. The contractor is cautioned that some specific controlled access to high security areas such as executive areas and information technology areas within each facility will require a Government escort while performing work at those types of locations. All local Security procedures shall be followed at all times unless approved in writing in advance by the COTR. Site-specific security directives are available from the COTR.

H.6 FULL TIME AND FREQUENT ON-SITE ACCESS

All Full Time contractor personnel and subcontract personnel who frequently require access to the facility may be capable of being issued "staff-like access" by the Government for unescorted access into the facility. The Government will provide all forms, take fingerprints, and process the security investigations. All contractor personnel (including subcontract personnel) shall submit documentation to the COTR in accordance with IRM Handbook 1.23.2, Section 2, Chapter 2 "Security Investigations". Subcontract personnel requiring access for extended periods (more than 30 days) more than one time per year shall be required to obtain "staff-like access" as determined by the COTR. When the security investigation is completed and no derogatory or adverse information is cited, the IRS Security office will provide "staff-like access" and allow the individual un-escorted access to the facility. If the security investigation of a contractor employee identifies derogatory or adverse information resulting in a decision to not grant "staff like access", that person shall not be allowed access to IRS facilities. When access by a contractor or

subcontractor person is scheduled or predicted, the contractor shall submit documentation for the security investigation a minimum of 21 calendar days in advance of the anticipated employee reporting date to allow the issuance of "staff-like access". During the period following submission of the security investigation documentation and determination of the unescorted access, such contractor personnel shall be signed into the facility by Government personnel and escorted during their stay in the facility by contractor personnel with approved staff-like access.

Note: Notwithstanding other paragraphs of H.6., in the event of a performance decision favoring the Agency Provider, all security procedures applicable to IRS employees will be applicable.

H.7 INFREQUENT AND INTERMITTENT ACCESS

For Infrequent and Intermittent Access, all contractor personnel or subcontractors that require access for a one-time event such as a specialty repair or company staff visit shall be authorized by the COTR, signed in by the Government, and shall be escorted throughout their stay in the facility by personnel with approved staff-like access. The contractor is encouraged to limit the number of personnel requiring escort. The COTR shall be notified in advance when contractor or subcontractor personnel require escorted access.

H.8 IDENTIFICATION/BUILDING BADGE

- A. The Government will issue access badges to all Service Provider personnel that are granted "Staff-like access".
- B. The Service Provider shall be responsible for:
 - (1) Ensuring all of its employees has an IRS/Service Provider identification badge before the employee enters on duty. The COTR, or other designated IRS personnel, shall furnish these badges.
 - (2) Ensuring all badges are signed for when reporting for work and returned at the end of each day at the security desk before leaving the premises.
 - (3) Return of the badges to the COTR as its employees are dismissed or terminated, and when the contract expires.
 - (4) Ensuring that its employees properly wear their badges at all times while on duty, and show them upon request. In no event, shall the Service Provider employee take their badge off-site.
 - (5) Making its employees available for photo identification badges, when required by the Government, on a schedule to be worked out with the COTR.
- C. The identification badges will be made by the Government after all personal security clearance forms have been completed and returned to the COTR. Service Provider employees shall sign each badge at the time of photographing. The Service Provider shall be responsible for distributing badges to each employee, and shall notify the COTR when employee badges are lost.
- D. Notwithstanding any other provisions of H.8, in the event of a performance decision favoring the Agency Provider, all identification/badging requirements applicable to IRS employees will be applicable.

H.9 PERSONNEL SECURITY CLEARANCES

- A. Each employee shall be subject to a security check by the Government to establish eligibility to perform under this contract (including officers of the firm who may visit the work site during the contract period). At a minimum, the Service Provider shall furnish a letter to the COTR stating each employee is an employee in good standing. The IRS shall "clear" each employee through its security check procedure before acceptance. Employees with unsatisfactory or derogatory reports are subject to IRS rejection and may be barred from working under this contract.
- B. Service Provider personnel who have security checks which reveal the following shall be deemed unacceptable and may be rejected under this contract:
 - Conviction of a felony, crime of violence, or serious misdemeanor.
 - A record of arrests for any offenses that are pending adjudication.
- C. The Service Provider shall comply with the OCCUPANT EMERGENCY PLAN established on site and provide the Government with the names of any disabled employees engaged in the performance of this contract.

Note: Notwithstanding other paragraphs of H.9., in the event of a performance decision favoring the Agency Provider, all security procedures applicable to IRS employees will be applicable.

H.10 FULL TIME AND FREQUENT ON-SITE ACCESS

All Full Time Service Provider personnel and subcontract personnel who frequently require access to the facility may be capable of being issued "staff-like access" by the Government for unescorted access into the facility. The Government will provide all forms, take fingerprints, and process the security investigations. All Service Provider personnel (including subcontract personnel) shall submit documentation to the COTR in accordance with IRM Handbook 1.23.2, Section 2, Chapter 2 "Security Investigations". Subcontractor personnel requiring access for extended periods (more than 30 days) more than one time per year shall be required to obtain "staff-like access" as determined by the COTR. When the security investigation is completed and no derogatory or adverse information is cited, the IRS Security office will provide "staff-like access" and allow the individual un-escorted access to the facility. If the security investigation of a Service Provider employee identifies derogatory or adverse information resulting in a decision to not grant "staff like access", that person shall not be allowed access to IRS facilities. When access by a Service Provider or subService Provider person is scheduled or predicted, the Service Provider shall submit documentation for the security investigation a minimum of 21 calendar days in advance of the anticipated employee reporting date to allow the issuance of "staff-like access". During the period following submission of the security investigation documentation and determination of the unescorted access, such Service Provider personnel shall be signed into the facility by Government personnel and escorted during their stay in the facility by Service Provider personnel with approved staff-like access.

Note: Notwithstanding other paragraphs of H.10., in the event of a performance decision favoring the Agency Provider, all security procedures applicable to IRS employees will be applicable.

H.11 STANDARD OF CONDUCT

- A. The Service Provider shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his/her employees as may be necessary. The Service Provider is also responsible for ensuring his/her employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephone, except as authorized. The Service Provider shall comply with and assume responsibility for compliance with the standard of conduct by its employees.
- B. At the Phase-in period, the Service Provider shall submit to the COTR two (2) completed Forms FD 258, "Fingerprinting Charts" and (1) GSA Form 176, "Statement of Personal History" for those officers of the firm who for any reason may visit the worksite during the contract period and for all employees who have access to the building in performance of the contract work. The same forms shall be submitted for replacement employees before entrance on duty. The Government will furnish necessary forms. If the Contracting Officer receives an unsuitable report on any employee after processing of these forms, or if the COTR finds a prospective employee to be unsuitable or unfit for his assigned duties, the Service Provider shall be advised immediately that such employee cannot continue to work or be assigned to work under the contract.
- C. Employees, who worked for a predecessor Service Provider, and were cleared through this process, will only be required to submit another set of these forms if the employee has not been cleared within the last three years, or if required by the COTR. The Government shall have and exercise full and complete control over granting, denying, withholding or terminating clearances for employees. The Government may, as it deems appropriate, authorize and grant temporary clearance to employees of the Service Provider. However, the granting of a temporary clearance to any such employee shall not be considered as assurance that full clearance will follow as a result or condition thereof, and the granting of either temporary or full clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by the Government.

Note: Not applicable to the Agency Tender

H.12 REMOVAL FROM DUTY

The Contracting Officer may require the Service Provider to immediately remove any employee from the work site should it be determined that individuals are being assigned to duty who have been disqualified for either suitability or security reasons, or found to be unfit to perform their duties. The Service Provider shall immediately take action in replacing the unfit employee. For clarification, a determination of unfitness may be made for, but not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:

- (1) Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-10.3.
- (2) Violation of the IRS security policies in the use of Information Technology system, including telephones.

- (3) Neglect of duty, including sleeping while on work site, unreasonable delays or failure to carry out assigned tasks, and conducting personal affairs during official time.
- (4) Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omissions from official documents or records.
- (5) Disorderly conduct, use of abusive or offensive language, quarreling, unjustified intimidation by words or deeds, or fighting. Also, participation in disruptive activities which interfere with the normal and efficient operation of the Government.
- (6) Theft, vandalism, immoral conduct, or any other criminal actions.
- (7) Selling, consuming, or being under the influence of intoxicants, drugs, or substances, which produce similar effects.
- (8) Health or safety problems.
- (9) Not a U.S. Citizen or a legally admitted alien with a valid work permit.

Note: Not applicable to the Agency Tender

H.13 UNAUTHORIZED WORK

Any additional supplies or services, or a change to work specified herein, which may be performed by the Service Provider, either of his own volition or at the request of an individual other than a duly appointed Contracting Officer or his/her designee, except as may be explicitly authorized in this contract, are not authorized. Only a duly appointed Contracting Officer is authorized to change the specifications, terms and conditions in this contract. In such instances where the Service Provider performed unauthorized work, the Service Provider will be required to submit, and justify an equitable adjustment pursuant to the Changes clause, FAR 52.243-1.

H.14 ADVERTISING OF AWARD/PUBLICITY RELEASES

Under no circumstances shall the Service Provider, or anyone acting on behalf of the Service Provider, refer to contract award in commercial advertising in such a manner as to state or imply that the product or service is endorsed or preferred by the Federal Government or is considered to be superior to other products or services. The Service Provider will not make publicity releases in connection with this contract without prior written approval has been received from the IRS Regional Public Affairs Officer through the IRS Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Service Provider without such consent first being so obtained, the Government shall consider institution of all remedies available under the provisions of this contract.

Note: Not applicable to the Agency Tender

H.15 AUTHORIZED IDIQ CHARGES

All costs associated with the placement, evaluation and administration for all task orders issued under the authority of Performance Work Statement paragraph 4.3 and Section I Clause I.3 – “52.216-18 ORDERING (Oct 1995)” are to be included in the Firm Fixed Price effort. For issued Task Orders, no pass through costs and profit will be allowed. The task orders will be agreed upon costs for subcontracting costs, direct material costs and/or direct labor costs by the contractor only with no loading factors.